

1816

AGREEMENT BETWEEN  
BOROUGH OF HALEDON  
AND  
LOCAL 74 OF THE SERVICE EMPLOYEES  
INTERNATIONAL UNION AFL-CIO

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JANUARY 1, 1995 THROUGH DECEMBER 31, 1998

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## ARTICLE OF AGREEMENT

THIS AGREEMENT made this 14<sup>th</sup> day of May, 1997, by and between the Borough of Haledon, a municipal corporation of the State of New Jersey and Local 74 of the Service Employees International Union, AFL-CIO hereinafter referred to as the "Union".

### ARTICLE I

#### Recognition

1.1 The Union is recognized as the exclusive representative for the purpose of collective negotiation in accordance with the certificate of representation issued by the State of New Jersey Public Employment Relations Commission on May 22, 1974.

### ARTICLE 2

2.1 This Agreement shall apply to employees in accordance with the designation of unit contained in the aforesaid certificate of representation.

### ARTICLE 3

3.1 All terms within the within agreement shall be defined in accordance with the provisions of the New Jersey Employer-Employees Relation Act of 1968 and the several amendments and supplements thereto as well as the rules and regulations promulgated by the Public Employment Relations Committee pursuant to the terms of the Act.

### ARTICLE 4

4.1 The standard work week for public work employees shall be forty (40) hours, consisting of five days of eight (8) hours each, Monday through Friday, except for these operations of the Borough which require continuous attendance.

4.2 Public works employees assigned to the filter plant shall be required to work a forty (40) hour week prior to receiving any overtime pay.

4.3 Overtime at a rate of one and a half (1 1/2) times the regular hourly rate shall be paid for all hours worked in excess of eight (8) hours per day in excess of forty (40) hours per week, except as indicated in 4.2 for filter plant employees.

4.4 The weekly working hours shall include two (2) fifteen (15) minute relief periods per eight (8) hours worked.

4.5 If an employee is called into work outside the regular working hours, he will be guaranteed a minimum of two hours pay at the rate of time and one half.

## ARTICLE 5

### Holidays

5.1 Employees shall be entitled to the following holidays with pay at the straight time rate:

New Years Day	Columbus Day
Martin Luther King's Birthday	
Washington's Birthday	Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Thanksgiving Friday
Labor Day	Christmas Day

Employees required to work on holidays because of continuous operations, including the filter plant, shall be granted compensatory time off with pay at the regular rate.

5.2 Employees shall be entitled to two (2) additional days which shall be called personal days, (one of which shall be interchangeable to be used as an additional sick leave day) and shall be paid at the straight time rate of eight (8) hours may be used for celebrating a birthday or attending to special

business. Employee shall give forty-eight (48) hours advance notice to the Superintendent of the Department of Public Works of any intention to take a personal day.

## ARTICLE 6

### Wage for Term of Contract

6.1 Retroactive to January 1, 1995, all employees covered by this Agreement shall receive an increase of 65.0 cents per hour over and above the wages of 1994. Commencing January 1, 1996, all employees covered by this Agreement shall receive an increase of 52.5 cents per hour over the wages for 1995. Commencing January 1, 1997 all employees covered by this Agreement shall receive an increase of 52.5 cents per hour over the wages of 1996. Commencing January 1, 1998, all employees covered by this Agreement shall receive an additional 62.5 cents per hour increase over the wages for 1997. (See Exhibit for wage scale attached.)

6.2 Commencing January 1, 1995 and for the term of this Contract, employees hired for the Department of Public Works will receive \$9.95 per hour while serving the probationary period of ninety (90) days. At the satisfactory completion of said probationary service, the employee shall progress to Rate IV on the salary schedule.

6.3 Beginning January 1, 1995, employees covered by this Agreement shall receive an addition to any negotiated or agreed upon increase, automatic progression increases within grade in two (2) steps from low to high on each January 1st, until completion. For example, Grade I has a range of \$1.19 therefore each Grade I employee shall receive an increase of .59 cents between Step I and Step II and .60 cents between Step II and Step III until the employee reaches maximum. Grade II has a range of .55 cents for each employee shall

receive a progression increase of .27 cents between Step I and Step II at .28 cents between Step II and Step III until the employee reaches maximum. Grade III has a range of \$1.30 therefore, each employee shall receive a progression increase of .65 cents between Step I and Step II and .65 cents between Step II and Step III until the maximum is reached. Grade IV has a range of .73 cents therefore each employee shall receive a progression increase of .36 cents between Step I and Step II and .37 cents between Step II and Step III until the maximum is reached.

6.4 Such payment shall begin on January 1, 1995 (or subsequent hiring dates) and any employees already receiving rates above the minimum for their grade shall receive the above named increments until they reach maximum. The final progression adjustment shall equal the sum needed to reach maximum, and shall be adjusted in accordance with annual wage increases.

6.5 Employees shall be eligible to progress between Grades I through IV based upon the employee's performance in employee's job. Evaluation shall be by the Superintendent of the Department of Public Works on an annual basis and the Superintendent shall make a recommendation for or against employee's progression between grades. In the event the employee receives an unsatisfactory evaluation or recommendation, the Union shall have the right to proceed in accordance with the grievance procedure outlined herein.

6.6 The aforesaid procedure for evaluating an employee who reaches the top of his grade, shall be completed within one year of the employee reaching the maximum within employee's grade.

## ARTICLE 7

### Posting and Bidding

7.1 When a vacancy occurs, the employer shall post on the Union Bulletin Board and make known to the stewards and members of the units that such a vacancy occurred. Employees wishing to fill the vacancy shall have five (5) days in which to file a written notification to management that they wish to fill that position. Seniority and skill level shall be the governing factors in considering the appointment of an employee so that position coupled with the ability to do the available work. Such vacancy shall be filled within ten (10) days after the posting and bidding procedures and employees entering into the new position shall have thirty (30) days in which to decide if they wish to continue in the new position or return to their past position and management shall have thirty (30) days in which to evaluate and decide whether that employee will be retained in the new position or returned to the old position. The employee will not receive any increase in pay until after the thirty (30) day period of time after an evaluation by both employee and management is complete and if both sides agree, the new salary shall begin upon the thirty (30) day period of time passing. A decision by management on the evaluation of the employee shall be subject to the grievance and arbitration proceeding.

7.2 In the event the Borough of Haledon has the need for an employee for the Department of Public Works or the Water Department who is required to have special skills and there is no one within either department with the required special skills or if no one in either department qualifies for the job, then the administration of the Borough may hire a person with the new requisite skills from any source. If the event as described in the previous sentence occurs, the Union must be notified prior to the hiring of the employee.

## ARTICLE 8

### Safety Equipment

8.1 The Borough shall provide proper safety equipment and appliances to safeguard the health and safety of employees in accordance with all applicable State and Federal requirements.

8.2 There shall be a safety committee consisting of two (2) employees selected by the employees and the Chairman of the Public Works Committee of the Borough Council.

8.3 The Borough shall provide safety protective shoe coverings for jack-hammer operators. The Borough shall also provide rain gear, gloves and other protective clothing which if damaged, must be returned for replacement.

8.4 All vehicles shall be equipped with fire extinguishers.

8.5 All safety equipment must be worn at all times when appropriate, i.e. steel tip shoes, safety glasses, vests and ear protectors. If this provision is not complied with, disciplinary action will be taken.

## ARTICLE 9

### Bulletin Board

9.1 The Borough shall provide a bulletin board in the office at the reservoir and work assembly room at Borough Hall Garage. The bargaining representative shall be permitted access to the bulletin board for the purpose of posting union notices and other materials which they desire to bring to the attention of the employees.

## ARTICLE 10

### Grievance Procedures

10.1 In all cases where a dispute arises between the parties as to the interpretation, application or implementation of any of the provisions of the

written agreement, the employees may appeal to the Shop Steward of the Union who shall discuss the dispute with the Superintendent of Public Works for the purpose of settling the dispute. The parties agree that the Shop Steward and the Superintendent of Public Works shall attempt in good faith to resolve the dispute.

10.2 In the event that the dispute is not settled by the Shop Steward and the Superintendent of Public Works, then the dispute shall be referred to the Business Agent of the Union and the Chairman of the Department of Public Works. It is agreed by the parties that the Business Agent and the Chairman of the Department of Public Works shall attempt in good faith to resolve the dispute.

10.3 In the event that the dispute is not settled at the second stage of the grievance procedure, then the grievance shall be referred to the Mayor and Council of the Borough as a whole for the purpose of resolving the dispute. The Mayor and Council shall meet with the Business Agent and such other representatives of the Union as the union desires for the purpose of discussing the dispute. It is agreed that the Mayor and Council and the Union Representative shall make a good faith attempt to resolve the dispute.

10.4 In the event that the dispute is not resolved by the Mayor and Council of the Borough and the representative of the Union, then a decision shall be rendered by the Mayor and Council after a hearing has been conducted. At the hearing, the Union representative shall be permitted to offer testimony and evidence in support of its position.

10.5 If the Union is aggrieved by the decision of the Mayor and Council, then the Union shall appeal through a binding arbitration procedure under the rules of the New Jersey State Board of Arbitration. Under their rules, an arbitrator shall be selected by first attempting to get agreement, and, if

failing, then under the rules of the New Jersey State Board of Mediation a mediator shall be appointed. The decision of the arbitrator shall be final and binding and the cost of such arbitration shall be borne equally by both parties, except that witnesses or other expenses in presenting the case of either side shall be borne fully by the party making such presentation.

10.6 Where there is a dispute, and pending the grievance procedures, work shall continue in the regular and orderly manner without interruption.

#### ARTICLE 11

##### Access to Premises

11.1 The Union representative or authorized officer shall be permitted to confer with employees on the premises of the employer. However, such conferences shall not interfere with the normal operations of the department and shall be held only after permission has been requested from the employer. Permission, however, shall not be unreasonably refused.

#### ARTICLE 12

##### Insurance Coverage

12.1 The Borough agrees to maintain all current insurance coverage.

12.2 The Borough shall provide optical insurance coverage to all members of the bargaining unit and their dependents at no cost to the employee up to a maximum of \$175.00 per year.

12.3 All vouchers submitted by an employee for the optical plan reimbursement shall be paid by the Borough within forty-five (45) days.

12.4 The Borough shall continue to maintain a prescription drug plan covering all employees covered by this Agreement and their dependents at a cost of \$2.00 per prescription for generic drugs and \$5.00 per prescription for patent drugs to the employee.

12.5 The Borough shall continue to maintain Blue Cross/Blue Shield Coverage, series 14-20, as mandated by New Jersey PERS and other state statutes or mandates from such agencies, courts or legislative bodies having jurisdiction over such conditions.

12.6 The Borough agrees to enroll all covered employees in the New Jersey State Disability Plan and both the Borough and covered employees will contribute to an amount mandated by the State of New Jersey, said coverage will commence forthwith.

12.7 Commencing on January 1, 1989, the Borough will, in addition to other coverage provided aforesaid, provide covered employees with a dental plan similar to the one covering members of the police force of the Borough of Haledon.

#### ARTICLE 13

13.1 Employees shall be entitled to eleven (11) paid sick leave days per year and have the option of using one (1) personal day as an additional sick day as outlined in Article 5, Section 5.2.

13.2 A doctor's certificate shall be required for three consecutive sick days sickness, except that on any day in which one-third or more of the employees report sick, medical certificates may be required by the Mayor and Council for all employees who report sick.

13.3 Sick leave days shall accumulate from year to year without limitation until the date of retirement, layoff or involuntary termination. Upon notification by the employee of his intention to retire, the employee may be given the balance of the accumulated sick days off with pay, or at the option of the Borough, the employees may be paid a sum equal to the amount of sick days accumulated.

13.4 Employees shall receive in writing a schedule of all accumulated sick

days at the end of each calendar year.

13.5 Employees of the Department of Public Works and Water Department of the Borough of Haledon, shall have the option to receive salary for sick days accumulated as follows:

A. If an employee has fifty (50) or less sick days then the employee will not be permitted to receive any salary for accumulated sick days;

B. If the employee has between 50-100 days accumulated sick leave, then on an annual basis, the employee may receive salary for a maximum of (5) days;

C. In the event the employee has over 100 sick days accumulated then that employee may receive pay for the sick days accumulated in that year, in any event, the employee cannot be paid for more than 11 sick days per year;

The employee must notify the borough of Haledon on or before November 15th of each year, whether the employee intends to receive payment for any sick days. The employees will receive a check for sick leave not later than February 28th of the succeeding year.

13.6 Employees must personally call in to the superintendent's office or the person in charge if calling in for sick leave prior to the beginning of their shift. If there is no answer, leave a detailed message on the tape machine.

#### ARTICLE 14

##### General Terms

14.1 It is agreed that all current employment policies shall remain in effect.

14.2 Probationary period for all new employees shall be ninety (90) days from date of hire. During such probationary period, such employees shall not be entitled to any of the terms and conditions of this Agreement and shall have no recourse under the grievance procedure. Upon successful completion of the probationary period, all applicable benefits will be credited retroactive to the date of hire all other benefits commence upon completion of probation.

## ARTICLE 15

### Longevity

15.1 Members of the bargaining unit hired prior to December 31, 1987 shall receive longevity as follows:

After 4 years	2 per cent
After 8 years	4 per cent
After 12 years	6 per cent
After 16 years	8 per cent
After 20 years	10 per cent

15.2 Employees hired after January 1, 1988, shall receive longevity as follows:

After 4 years	2 per cent
After 8 years	4 per cent
After 12 years	6 per cent
After 16 years	8 per cent

## ARTICLE 16

### Vacations

16.1 Employees shall be entitled after employment of one (1) full year to one (1) week's vacation with pay. Full time employees for two years or longer are entitled to (2) weeks vacation with pay. Employees employed for eight (8) years or longer are entitled to three (3) weeks vacation with pay. Employees employed for twelve (12) years or more are entitled to four (4) weeks vacation with pay. Employees employed for twenty (20) years or longer are entitled to five (5) weeks vacation with pay.

16.2 The employee shall provide to the Superintendent of the Department of Public Works the proposed vacation schedule for that year prior to March 31st.

ARTICLE 17

Union Check-off

17.1 Upon receipt of an authorized assignment from a member of the bargaining unit, the Borough shall deduct from the employee's wage on the first pay day of each month, a sum certified by the Union to be the amount representing the initiation fee or dues owed to the Union in accordance with the By-Laws and Constitution of the Union.

17.2 The employer shall remit the funds so collected to the Union within five (5) days.

17.3 The Union shall each month submit a statement to the Borough Treasurer of the amount due together with the Certification that the monies so received will be deposited to the Union account in accordance with the By-Laws and Constitution of the Union.

ARTICLE 18

Union Security

18.1 Subject to Public Law 1979, Chapter 477, approved February 27, 1980, under the amendment to the New Jersey Employment Act of 1941, employees shall become members of the Union and remain so for the duration of their employment. Should they choose not to become members on the Union, then they will be subject to Section II of the amended act which states:

"Public employees in an appropriate unit who are not members of the majority represented in that unit shall be subject to a payroll pay deduction of a representation fee in lieu of dues to the majority represented as provided in Section 3 of this act. The representation fee in lieu of dues shall be in an

amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments charged and available to or benefiting only its members, but in no event shall such fee exceed 85 percent of the regular membership dues, fees and assessments."

A copy of this Act shall be distributed by the Union to all members of the bargaining unit and prospective members of the bargaining unit so that they may fully understand the procedures under this Act and such appeals as may be made by them.

#### ARTICLE 19

##### Miscellaneous

19.1 Any employee requiring special training, schooling or other special courses in order to perform his duties shall do so at the expense of the Borough as long as the Borough directs such attendance.

19.2 Any employee who is requested by the Borough to use his personal car in the performance of his work, shall receive reimbursement in the sum of \$.20 per mile to cover the cost of maintenance.

19.3 Employees who are called to serve on jury duty shall be paid as time worked and shall be paid for such time less the amount received as pay for jury duty by the Court.

19.4 The safety committee shall enforce the inspection of first aid kits. First aid kits shall be carried on all working vehicles.

19.5 Employees shall receive one holiday which will be designated as a "floating" holiday and the employee desirous of taking such holiday shall give adequate advance notice to his immediate supervisor and permission to take such holiday shall not be unreasonably denied consistent with the needs of the

department.

19.6 Stewards shall be considered the most senior employee for the purpose of layoff and rehiring. Such seniority shall not take precedence over the ability to do the available work. In the event a Steward cannot perform available work, then the Union shall be notified and the Union shall choose a replacement Steward.

19.7 A labor management committee consisting of one Council member, the superintendent and two Union representatives shall meet monthly to discuss Union relations and problems in order to achieve a harmonious relationship and to eliminate minor problems that are not brought to the grievance procedure.

## ARTICLE 20

### Uniforms

20.1 The Borough shall pay to each employee by separate check, the sum of \$410.00 (four hundred ten dollars) per year as clothing and shoe allowance. Said payment to be made in July of each year of this contract.

20.2 The employee understands that the \$410.00 is the full extent of the clothing and shoe allowance to be provided by the Borough in each year of this contract and employees agree to purchase the necessary required work clothes even if said purchases exceed this amount.

20.3 Any employee found to not be wearing the proper work clothes while on duty, shall be subject to disciplinary action.

## ARTICLE 21

### Outside Employment

21.1 It is agreed that the employees have the right to have outside employment, except that such outside employment shall be subordinate to the Borough employment and no employee shall fail to respond to emergency calls from the Borough because of such outside employment.

## ARTICLE 22

### Overtime

22.1 Employees who are working at an occupation or assignment shall have the first choice for overtime purposes on the job they are performing at the time overtime work is offered. All other overtime shall be offered on a rotating basis, starting with the senior person. Should employees refuse their turn on overtime, they will be bypassed until the next turn on the list is offered to them.

22.2 Employees working more than eight (8) hours per day or forty (40) hours per week, shall receive time and a half as payment for such time worked. On Sunday any time employees shall be called to work, they shall be paid double time for the seventh consecutive day of work. Should Sunday be the sixth day of work, then such payment shall be at the rate of time and one half.

22.3 Employees on a continuous shift in the filter plant shall be paid time and one half for the sixth consecutive day of work and double time for the seventh consecutive day of work.

22.4 At the conclusion of two consecutive shifts, the employee shall have the option of four hours off without pay.

ARTICLE 23

Termination

23.1 The within Agreement shall terminate December 31, 1998.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Local 74 of the Service  
Employees International Union AFL-CIO

Borough of Haledon

Randolph Bomber  
Mary F. Gigg  
Leah Donn  
Bruce

JAMES VAN SICKLE, Mayor

Albert Queen, RMC  
Borough of Haledon

BOROUGH OF HALEDON  
WAGE RATES/DPW  
CONTRACT  
1995-1998

<u>CLASS</u>	<u>YEAR</u>	<u>SALARY</u>	<u>RANGE</u>	<u>SPREAD</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>
I	1/1/95	16.995	18.185	1.19	16.995	17.585	18.185
	1/1/96	17.520	18.710	1.19	17.520	18.110	18.710
	1/1/97	18.045	19.235	1.19	18.045	18.635	19.235
	1/1/98	18.670	19.860	1.19	18.670	19.260	19.860
II	1/1/95	16.325	16.875	0.55	16.325	16.595	16.875
	1/1/96	16.850	17.400	0.55	16.850	17.120	17.400
	1/1/97	17.375	17.925	0.55	17.375	17.645	17.925
	1/1/98	18.000	18.550	0.55	18.000	18.270	18.550
III	1/1/95	15.015	16.315	1.30	15.015	15.665	16.315
	1/1/96	15.540	16.840	1.30	15.540	16.190	16.840
	1/1/97	16.065	17.365	1.30	16.065	16.715	17.365
	1/1/98	16.690	17.990	1.30	16.690	17.340	17.990
IV	1/1/95	14.255	14.985	0.73	14.255	14.615	14.985
	1/1/96	14.780	15.510	0.73	14.780	15.140	15.510
	1/1/97	15.305	16.035	0.73	15.305	15.665	16.035
	1/1/98	15.930	16.660	0.73	15.930	16.290	16.660

Hal/agreements/wage rate